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# EMPLOYMENT AGREEMENT

1995-96

Between: the GREAT MEADOWS REGIONAL EDUCATION ASSOCIATION and the GREAT MEADOWS REGIONAL BOARD OF EDUCATION IN WARREN COUNTY

Great Meadows Regional Board of Education P. O. Box 74 Great Meadows, N. J. 07838-0074

## PREAMBLE

This agreement is entered into this \_\_\_\_\_ day of September, 1995, by and between the Board of Education of the Great Meadows Regional School District, Warren County, New Jersey hereinafter called the "Board" and the Great Meadows Regional Education Association, hereinafter called the "Association."

## <u> WITKESSETH</u>

Whereas, the Board has an obligation, pursuant to Chapter 303, Public Laws, 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement;

Be it resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:

### ARTICLE I

#### RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel including teachers, nurses, librarians and excluding the superintendent, the assistant superintendent, the principals, the school business administrator/board secretary, the assistant

- (c) a complaint of a non-tenure teacher which arises by reasons of the employee not being re-employed, or
- (d) a complaint by a certificated person occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- 3. As used in this definition, the term "employee" shall refer to certificated personnel and may also mean a group of employees have the same grievance.

### B. Purpose

- 1. The purpose of this grievance procedure is to resolve differences concerning terms and conditions of employment which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed to limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms in A.1. of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its view.

### 3. Level One

Any employee who has a grievance shall discuss it first with the principal in an attempt to resolve the matter at that level.

#### 4. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee, the employee shall set forth the complaint in writing to the C.S.A. The written grievance shall contain a statement as to all facts which the employee intends to rely upon in support of the grievance and the specific article of the contract or Board of Education Policy and/or administrative decision allegedly violated and the remedy being sought. The C.S.A. shall communicate the decision to the employee in writing within ten (10) calendar days after receiving the written grievance.

#### 5. Level Three

If the grievance is not settled after reaching the C.S.A., the matter may be referred to the appropriate committee of the Great Meadows Regional Education Association for consideration. The Committee shall make a determination as soon as possible, but within the period not to exceed ten (10) calendar days. If the committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the C.S.A. and to the Board of Education.

request P.E.R.C. and/or the American Arbitration Association to submit a second roster of names.

- c. The arbitrator shall limit himself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties. The recommendations of the arbitrator shall be binding for the violations based on section A.1 (a) of this Article and shall be advisory on the violations based on section A.1 (b) of this Article. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report of findings, reasons, and recommendation. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- 8. All meetings and hearings under this procedure shall not be conducted in public except as required by law and shall include only such parties in interest and their designated representatives theretofore referred to in this article.
  - 9. Action of employees during unresolved grievance.

During the time of unresolved grievance, employees are required to follow Board policy and/or administrative direction.

- D. Rights of the Employees to Representation.
- Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.

## ARTICLE III

### WORK DAY/YEAR

- A. The teacher work day will be 7 hours and 10 minutes for full time teachers.
  - (1.) Liberty School teachers are required to report to work 10 minutes before the arrival of students and shall be released 7 hours thereafter.
  - (2.) Central School teachers are required to report to work 20 minutes before the arrival of students and shall be released 6 hours and 50 minutes thereafter.
  - (3.) All teachers are permitted to leave five minutes after the final dismissal on Fridays and/or the last school day before a recess/holiday.
  - (4.) All teachers shall be required to personally log in daily.
  - (5.) The specific times for the school day shall be established annually by the Board of Education.
- B. The work year for full time teachers employed on a ten (10) month contract shall not exceed 183 days. Student contact days shall not exceed 180. In the event school is closed for any emergency, the rescheduling of these days shall be at the discretion of the Board.

- 2. The guide applies to all full-time certificated personnel except those holding emergency certificates. Part time certificated personnel shall be pro rated accordingly.
- 3. A minimum of five (5) months or 90 days service in the district during the 10 month school year must be invested for advancement on the salary guide.
- 4. Graduate credits shall be those credits earned after the awarding of the highest degree held. The credits must also be classified by the college or university when earned as being in the graduate category.
- 5. A bachelor's degree or master's degree as mentioned in the salary guide must be in the field of education or in the field pertaining to the occupational role held by the individual in our school system.
- 6. Any change in salary schedules through the awarding of a higher degree or earned credits must be applied for in writing to the C. S. A.

Advancement from one category to another on the salary guide shall be granted effective September 1, and/or February 1, immediately after the completion of the advanced degree or earned credits. Notification to the C. S. A. of eligibility or anticipated eligibility for any change on the salary guide must be made no later than 30 days prior to these effective dates. Any

State University, when the initial application is made for approval. In addition, the sum of up to \$35/course for textbooks shall be reimbursable. Teachers shall be limited to a maximum of 12 credits per school year. The funds shall be divided into 3 equal allocations (Summer, Fall and Spring) of \$3,000. If in any session, there is more than \$3,000 requested, each teacher will receive a pro-rated amount. For example, if there is \$4,000 requested in the summer session, each teacher shall receive 75% of his/her request. If in any session, the total \$3,000 is not spent, the remaining amount shall be used to further reimburse, proportionally, those individuals who did not receive full allocation in their session (s).

1. All graduate courses pertinent to the teaching job currently held by the teacher, including supervisory courses, will be considered for approval for reimbursement. The C. S. A. has the authority to determine and approve if the graduate credits are in the field of education or related to the subject being taught.

Except for specific undergraduate credits required by the Board and/or approved by the C. S. A. reimbursement for graduate credits only will be granted.

- 2. Graduate courses to be taken must have prior written approval of the C. S. A. for the district.
- Application for approval of graduate courses must be accompanied by a college catalog containing a complete graduate course description.

The Board shall pay the single rate for all employees plus the cost of dependent coverage for those employees employed before July 1, 1995 electing to choose dependent coverage.

Beginning July 1, 1995 new employees shall become eligible for Board paid dependent coverage upon issuance of the second consecutive annual contract. New first year employees may choose to pay for additional coverage in contract year one.

- 2. Provisions and descriptions of the health care program shall be provided to each teacher. This shall include the conditions and limits of coverage. Mandatory second opinion surgery and preadmission certification/continued stay review shall be part of this coverage.
- 3. The health insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

## B. Prepaid Prescription Program

1. The Board shall provide a prepaid prescription program on a co-pay basis. It is understood that "co-pay" signifies the employee pays the first ten dollars (\$10.00) per claim submitted. The Board shall pay the single rate for all employees plus the cost of appropriate dependent coverage for those employees employed

- Provisions and descriptions of the dental program shall be provided to each teacher. This shall include the conditions and limits of coverage.
- 3. The dental insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

### ARTICLE VII

### COACHING/AFTER SCHOOL ACTIVITIES

A. If the Board determines that a specific sports program is to be implemented in the District the positions of head coach, assistant coaches, and coach, if appointed, will be compensated according to the following schedule:

D. Bedside Instruction will be reimbursed at a rate of \$21 per hour.

## ARTICLE VIII

#### LEAVES

### A. Sick Leave

The Board agrees to allow teachers ten (10) days sick leave per year. It is agreed that this leave will be cumulative. This does not apply when school is not in session.

Upon retiring from the Great Meadows Regional School District, via Teacher Pension and Annuity Fund (TPAF), the teachers shall be reimbursed at the rate of \$30/day (for each unused sick day). Total compensation shall not exceed \$7,000 for the 1995-96 school year. This will be a one year window of opportunity and will revert back to \$6,000 as of July 1, 1996.

#### B. Death Leave

The Board agrees to allow a maximum of five (5) days within a thirty (30) day period in the event of a death of employee's spouse, child, parents, brother, sister and up to 3 days for grandparents, in-laws or others living in the same household. The employee agrees to notify the Chief School Administrator prior to the commencement of the leave. In the event that the employee chooses to delay the use of any of the days for use within the thirty (30) day period, he/she shall provide a forty-

of the leave. This leave shall be granted by the Board.

3. Unless mutually agreed with the Board, no teachers may return to work from a maternity/child care leave at a date other than September 1 or the 1st day of the 3rd marking period.

The teacher who intends to return from leave must notify the Chief School Administrator of the intent to return at least 90 days prior to the anticipated date of return. This notice shall be communicated in written form.

4. Any teacher may apply to the Board of Education for a maternity/child care leave of absence without pay.

The Board need not grant nor extend the leave of any nontenured teacher beyond the end of the contract school year in which the leave is obtained.

5. Children entering a teacher's family unit by virtue of a legal adoption will entitle the teacher to the same child rearing leave provisions as those provided for birth children.

Foster children will not be considered as adopted children. This clause shall be consistent with Board of Education Policy.

## D. PERSONAL DAYS:

1. Employees shall receive two (2) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours without submitting a reason. Personal business days are reserved for business which truly cannot be conducted outside the normal school day. They are not vacation days except in those cases when they are used to extend

time prior to Eighth (8th) Grade Graduation. The Board will use best efforts to obtain a substitute teacher.

- B. The art specialist shall receive one (1) day preparation time prior to a school sponsored Art Program. The art specialist shall be given a minimum of one-half (1/2) day to maximum of one and one-half (1 1/2) days preparation time, as per administrative approval, to prepare scenery and/or costumes for school programs and plays. The Board will use best efforts to obtain a substitute teacher.
- C. Written notification for the above released time provisions as stated in Sections A and B shall be submitted to the principal a minimum of one (1) week prior to the event.

#### ARTICLE X

#### ASSOCIATION PRIVILEGES

A. The Association shall have access to use school facilities and audio visual equipment, typewriters, computers and calculators at reasonable times when such equipment is not in use. No equipment may be removed from the school without the approval of the Principal. The Association will pay for any damage incurred, loss or theft of borrowed property. Permission of the Principal shall be required for all use of facilities and/or equipment. Such permission shall not be withheld unreasonably.

(4) Upon return from the full year unpaid leave, the teacher shall be placed at the next appropriate step on the salary schedule.

Ex.: '94-95 Step 10

'95-96 Sabbatical

'96-97 Step 11

No year of service shall accrue for the full year unpaid sabbatical.

(5) Upon return from the 1/2 year unpaid sabbatical leave, the teacher shall be placed on the next appropriate step on the salary schedule:

Ex.: '94-95 Step 10

'95-96 1/2 year Sabbatical Step 11

'96-97 Step 12

(6) It shall be the professional responsibility of the teacher to submit documentation of satisfactory completion of at least nine (9) credit hours of graduate study for a 1/2 year sabbatical and eighteen (18) credit hours of graduate study for a full year sabbatical. All courses shall be pre approved by the Superintendent and subject to the contract provisions of Article V - Tuition Reimbursement.

- (3) Upon return from the sabbatical leave for personal reasons, the teacher shall not be contractually obligated to the Great Meadows Regional School District for any successive years of service.
- (4) A teacher on an unpaid personal sabbatical leave may elect to remain a part of the district benefit package by contributing the appropriate premiums to the School Business Administrator on the 1st day of each month of the sabbatical leave. No reimbursement shall be sought upon return from the unpaid personal sabbatical.

A request for a sabbatical leave of absence must be submitted to the Superintendent by January 1 of the year in which the sabbatical shall begin.

Ex.: If sabbatical is for '96-97 school year, application shall be make by January 1, 1996.

In the event more than one (1) request are received, the selection shall be based on service within the district and benefit to the district.

Unless mutually agreed with the Board, no teachers may return to work from a sabbatical leave at a date other than September 1 or the 1st day of the 3rd marking period.

## DURATION OF AGREEMENT

This Agreement shall become effective retroactive to the first day of July, 1995, and shall continue in effect until the 30th day of June, 1996.

This Agreement constitutes the entire understanding of the parties and shall not be modified during its term except by mutual consent of the parties thereto and said modifications shall be in writing and attached hereto and made part hereof.

Neither party is under any obligation during the term of the Agreement to negotiate as to any items covered by this Agreement, any items proposed during the negotiations, and any items which could have been proposed during the negotiations.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its seal placed thereon.

GREAT MEADOWS REGIONAL

EDUCATION ASSOCIATION

GREAT MEADOWS REGIONAL

BOARD OF EDUCATION

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resident

BY: JOHNIO MINANTUM

Secretary

Sept. 11 , 1995

Date

President

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Secretary

Date

-31-GREAT HEADOWS REGIONAL BOARD OF EDUCATION 1995-96 SALARY GUIDE

STEP	B. S.	B. S. +15	B. S. +30	H. A.	H. A. +15	H. A. +30
1	31, 800	32 <b>, 550</b>	33, 300	34, 100	34, <del>9</del> 00	35 <b>,</b> 700
2	32, 200	32, 950	33,700	34, 500	35, 300	36, 100
3	32,600	33, 350	34, 100	34 <b>, 900</b>	35, 700	36, 500
4	33, 200	33 <b>, 95</b> 0	34,700	35,500	36, 300	37, 100
5	34, 200	34, 950	35,700	36 <b>, 500</b>	37, 300	38, 100
6	35, 200	35, 950	36,700	37,500	38, 300	39, 100
7	36, 200	36 <b>, 950</b>	37,700	38 <b>,</b> 5 <del>00</del>	39, 300	40, 100
8	36, 750	37, 500	38, 250	39, 050	39, 850	40,650
9	37, 500	38, 250	39, 000	39, 800	40,600	41, 400
10	38, 100	38, 850	39, 600	40, 400	41,200	42,000
11	38,800	39, 550	40, 300	41, 100	41,900	42, 700
12	39, 500	40, 250	41,000	41, 800	42,600	43, 400
13	40, 400	41, 150	41,900	42,700	43, 500	44, 300
14	41, 400	42, 150	42,900	43,700	44,500	45, 300
15	42,900	43,650	44, 400	45, 200	46,000	46, 800
16	45, 400	46, 150	46,900	47,700	48, 500	49, 300
17	48, 500	49, 250	50,000	50, 800	51,600	52, 400
18	50, 450	51, 200	51, 950	52,750	53, 550	54, 350

LONGEVITY: A teacher at the 18th step and with a minimum of 10 years in district\* shall receive the following longevity after completing the following years in education as of July 1, 1995:

19-20 ADD	1.500	*district means Independence
21-25 ADD	2,000	and/or Liberty.
26-30 ADD	2, 500	
31+ ADD	4,000	<pre>*years in education - the num</pre>

\*years in education - the number of
years for which the employee
received credit upon issuance of
the initial employment contract.